

**ZB# 75-21-B**

**VSH Realty, Inc.**

**3-1-32.1**

Public Hearing

August 25th - 8:30

Riden, Weiner & Joel  
(Steve Kinske)

Rt. 94 / Caesar's  
Lane

V.S.H. REALTY INC.

#75-21 (b)

*Amfile*  
AMBERG FILE AND INDEX CO

5921 T3

GENERAL RECEIPT

2537

Town of New Windsor, N. Y.

Received of US H Realty - File 75-21 b Aug. 27, 1975  
Twenty-five and  $\frac{00}{100}$  \$ 25.00 Dollars  
For Various Application

DISTRIBUTION:

| FUND | CODE | AMOUNT |
|------|------|--------|
|      |      |        |
|      |      |        |
|      |      |        |

WILLIAMSON LAW BOOK CO., ROCHESTER, N. Y. 14609

Pauline Townsend  
Deputy Town Clerk  
TITLE

**Legal Notice**  
**PUBLIC NOTICE OF**  
**HEARING BEFORE**  
**THE ZONING BOARD**  
**OF APPEALS**  
PLEASE TAKE NOTICE that the Zoning Board of Appeals of the Town of New Windsor, New York will hold a public hearing pursuant to Section 48-33 A of the Zoning Ordinance on the following proposition:  
Appeal No. 71-21 (by)  
Request of V.S.H. Realty, Inc. for a Variance of the regulations of the Zoning Ordinance, to permit relocation of a structure on its property being a Variance of New Windsor Zoning Local Law, Section 3-2, Table of Use Regulations, Column A, for property owned by him situated as follows: corner of Route 94 and Ceasars Lane, Town of New Windsor, N.Y.  
SAID HEARING will take place on the 25th day of August, 1975, at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y. beginning at 8:15 o'clock P.M.  
THEODORE JARGSTORF  
Chairman  
By Patricia Dello Secretary  
Aug 16

**State of New York**  
**County of Orange, ss:**

Patti Harrison, being duly sworn deposes and says that he is ..... Principal Clerk ..... of Newburgh-Beacon News Co., Inc., Publisher of The Evening News, a daily newspaper published and of general circulation in the Counties of Orange and Dutchess, and that the notice of which the annexed is a true copy was published .....  
..... Once .....  
in said newspaper, commencing on the 16th ..... day of ..... August ..... A.D., 1975, and ending on the 16th ..... day of August ..... A.D., 1975

**Subscribed and sworn to before me this**  
..... 19th ..... day of August ..... 1975 .....

} Patti Harrison

..... Theodore Jargstorf

**Notary Public of the State of New York, County of Orange.**  
**MY COMMISSION EXPIRES MARCH 30, 1977**

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

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In the Matter of the Application of

V.S.H. REALTY, INC.

DECISION GRANTING  
AREA VARIANCE AND  
USE VARIANCE

No. 75-21 (b)

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WHEREAS the V.S.H. REALTY, INC. of 777 Dedham Street, Canton, Massachusetts, 02021, has applied to the Zoning Board of Appeals for an area and use variance to permit the erection of a canopy over a gas station island and the conversion of a gasoline station to a store for the retail sale of food to be located at the corner of Route 94 and Caesars Lane in the Town of New Windsor.

WHEREAS the applicant corporation has a pre-existing non-conforming use for the sale of gasoline at the above location; and

WHEREAS a public hearing on this application for an area and use variance was held by the Zoning Board of Appeals on the 25th day of August, 1975 at the Town Hall of the Town of New Windsor after due notice by publication and due notice to residents and businesses within 500 feet of the subject premises; and

WHEREAS at said hearing the petitioning corporation was represented by counsel, Stephen Reineke, Esq.; and

WHEREAS the Zoning Board of Appeals makes the following findings of fact in this application:

1. The required front yard variance sought is 35 feet for the construction of the canopy over the gas station island.
2. The retail sale of grocery items and other items is not permitted in an R-4 Zone.

WHEREAS the Zoning Board of Appeals makes the following findings of

law in this matter:

1. The variance sought is not substantial in relation to the legally required areas and bulk standards as set forth in the Zoning Local Law.

2. The use sought to be authorized by the variance will not alter the essential character of the locality as a previous non-conforming use for the retail sale of gasoline was in existence less than one year ago and the proposed change of use will be for the retail sale of grocery items.

3. There will be no substantial change in the character of the neighborhood nor a substantial de-riment to the adjoining properties.

4. Affect of the variance would have no affect on the governmental facilities available;

5. There is no feasible method for the applicant to erect the canopy other than through a variance.

NOW THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor grant an area and use variance as hereinabove requested; and

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals is directed to forward a copy of this decision to the attorney for the applicant, the Town Planning Board, and the Town Clerk.

Dated: September 8, 1975.

S/  
THEODORE JARGSTORF, Chairman

Caesars Lane

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

Done

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

#75-21 (b)  
(Number)

8/19/75  
(Date)

I. Applicant information:

- (a) V.S.H. Realty Inc.  
(Name, address and phone of Applicant)
- (b) Same as applicant  
(Name, address and phone of purchaser or lessee)
- (c) Rider, Weiner & Loeb, P.C., Little Britain Road,  
P.O. Box 1268, Newburgh, N.Y. 562-8700  
(Name, address and phone of attorney)
- (d) none  
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- (a) R-4 corner Route 94 & Caesars Lane 54,954 sq. feet  
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? NC
- (c) Is a pending sale ~~or lease~~ subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? under contract
- (e) Has property been subdivided previously? no When?
- (f) Has property been subject of variance or special permit previously? no When?
- (g) Has an order-to-remedy violation been issued against the property by

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

#75-21 (b)  
(Number)

8/19/75  
(Date)

I. Applicant information:

- (a) V.S.H. Realty Inc.  
(Name, address and phone of Applicant)
- (b) Same as applicant  
(Name, address and phone of purchaser or lessee)
- (c) Rider, Weiner & Loeb, P.C., Little Britain Road,  
P.O. Box 1268, Newburgh, N.Y. 562-8700  
(Name, address and phone of attorney)
- (d) none  
(Name, address and phone of broker)

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- ☒ Use variance
- ☒ Area variance
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III. Property information:

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R-4 Ceasars Lane 54,954 sq. feet  
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? NC
- (c) Is a pending sale ~~or lease~~ subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? under contract
- (e) Has property been subdivided previously? no When?
- (f) Has property been subject of variance or special permit previously? no When?
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? no. If so, when
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. underground gasoline storage tanks



☒ IV. Use variance: NC

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 3.2, Table of Use Regs Column A, to allow

(Describe proposed use)

Applicant proposed to convert gasoline station to store for retail sales and sales of gasoline - Gasoline sale on premises is a pre-existing non-conforming use.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Economic condition of gas industry is such that property cannot be profitably used for gas sales only. Without this variance property will be lost to commercial use.

☒ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

| <u>Requirements</u>                    | <u>Proposed or Available</u> | <u>Variance Request</u> |
|--|------------------------------|-------------------------|
| Min. Lot Area <u>43,560</u>            | <u>54,954</u>                | <u>0</u>                |
| Min. Lot Width <u>125</u>              | <u>200</u>                   | <u>0</u>                |
| Reqd. Front Yard <u>45</u>             | <u>at canopy 10</u>          | <u>35'</u>              |
| Reqd. Side Yards <u>20 / 40</u>        | <u>41 / 150</u>              | <u>0 / 0</u>            |
| Reqd. Rear Yard <u>50</u>              | <u>80</u>                    | <u>0</u>                |
| Reqd. Street Frontage* <u>70</u>       | <u>200</u>                   | <u>0</u>                |
| Max. Bldg. Hgt. <u>2 1/2 stories</u>   | <u>1 story</u>               | <u>0</u>                |
| Min. Floor Area* <u>not applicable</u> |                              |                         |
| Development Coverage* <u>25 %</u>      | <u>5 %</u>                   | <u>0 %</u>              |
| Floor Area Ratio** <u>N/A</u>          |                              |                         |

\* Residential districts only

(Describe proposed use)  
Applicant proposed to convert gasoline station to store  
for retail sales and sales of gasoline - Gasoline sale  
on premises is a pre-existing non-conforming use.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Economic condition of gas industry is such that property  
cannot be profitably used for gas sales only. Without  
this variance property will be lost to commercial use.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_

| <u>Requirements</u>                    | <u>Proposed or Available</u>  | <u>Variance Request</u> |
|--|-------------------------------|-------------------------|
| Min. Lot Area <u>43,560</u>            | <u>54,954</u>                 | <u>0</u>                |
| Min. Lot Width <u>125</u>              | <u>200</u>                    | <u>0</u>                |
| Reqd. Front Yard <u>45</u>             | <u>at canopy</u><br><u>10</u> | <u>35'</u>              |
| Reqd. Side Yards <u>20 / 40</u>        | <u>41 / 150</u>               | <u>0 / 0</u>            |
| Reqd. Rear Yard <u>50</u>              | <u>80</u>                     | <u>0</u>                |
| Reqd. Street Frontage* <u>70</u>       | <u>200</u>                    | <u>0</u>                |
| Max. Bldg. Hgt. <u>2 1/2 stories</u>   | <u>1 story</u>                | <u>0</u>                |
| Min. Floor Area* <u>not applicable</u> |                               |                         |
| Development Coverage* <u>25 %</u>      | <u>5 %</u>                    | <u>0 %</u>              |
| Floor Area Ratio** <u>N/A</u>          |                               |                         |

\* Residential districts only

\*\* Non-residential districts only

☐ VII. Special Permit:

- (a) Special permit requested under New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.
- (b) Describe in detail the use and structures proposed for the special permit.

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☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Applicant proposes to make structure blend in with zone by use of quality building materials and plans presented to Board at hearing.

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☐ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50\* payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.

- (b) Describe in detail the use and structures proposed for the special permit.

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☒ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50\* payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

\*Enclosed is one check for \$150 for applications

- #71-21 (a)  
71-21 (b)  
71-21 (c)

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

Applicant seeks variance to construct canopy over gas sale area. As this will be self-service sales, applicant would lose sales due to inclement weather if variance is denied.

☐ VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

|        | <u>Requirements</u> | <u>Proposed or Available</u> | <u>Variance Request</u> |
|--------|---------------------|------------------------------|-------------------------|
| Sign 1 | _____               | _____                        | _____                   |
| Sign 2 | _____               | _____                        | _____                   |
| Sign 3 | _____               | _____                        | _____                   |
| Sign 4 | _____               | _____                        | _____                   |
| Sign 5 | _____               | _____                        | _____                   |
| <hr/>  |                     |                              |                         |
| Total  | _____ sq.ft.        | _____ sq.ft.                 | _____ sq.ft.            |

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_.

Applicant seeks variance to construct canopy over gas sale area. As this will be self-service sales, applicant would lose sales due to inclement weather if variance is denied.

\_\_\_\_\_

\_\_\_\_\_



VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table \_\_\_\_\_, Column \_\_\_\_\_.

|        | <u>Requirements</u> | <u>Proposed or Available</u> | <u>Variance Request</u> |
|--------|---------------------|------------------------------|-------------------------|
| Sign 1 | _____               | _____                        | _____                   |
| Sign 2 | _____               | _____                        | _____                   |
| Sign 3 | _____               | _____                        | _____                   |
| Sign 4 | _____               | _____                        | _____                   |
| Sign 5 | _____               | _____                        | _____                   |
| <hr/>  |                     |                              |                         |
| Total  | _____ sq.ft.        | _____ sq.ft.                 | _____ sq.ft.            |

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

\_\_\_\_\_.

(Official Use Only)

X. AFFIDAVIT.

Date August 14, 1975

STATE OF ~~NEW YORK~~  
Massachusetts ) SS.:  
COUNTY OF ~~ORANGE~~  
Norfolk

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

V.S.H. REALTY, INC.

BY: *Lily Haseotes Bentas*  
(Applicant)

Lily Haseotes Bentas, Secretary-  
Treasurer

Sworn to before me this

14th day of August, 1975.

*Grace DeFazio*  
Notary Public

My Commission expires 10/16/75

XI. ZBA Action:

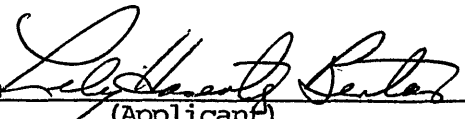
- (a) Public Hearing date \_\_\_\_\_
- (b) Variance is \_\_\_\_\_
- (c) Special Permit is \_\_\_\_\_
- (c) Conditions and safeguards \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY RESO-

Massachusetts ) SS.:  
COUNTY OF ~~ORANGE~~  
Norfolk

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

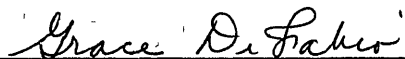
V.S.H. REALTY, INC.

BY:   
(Applicant)

Lily Haseotes Bentas, Secretary-  
Treasurer

Sworn to before me this

14th day of August, 1975.

  
Notary Public

My Commission expires 10/16/75

XI. ZBA Action:

- (a) Public Hearing date \_\_\_\_\_
- (b) Variance is \_\_\_\_\_
- (c) Special Permit is \_\_\_\_\_
- (c) Conditions and safeguards \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY RESO-  
LUTION OF ZONING BOARD OF APPEALS.



Public Hearing - 8:15 p.m. - VSH Realty  
Cumberland Farms

75-21(6)

Spectators:

Names:

Addresses:

R. D. Friel  
Luth Lihler

Sadac Lihler

11 Bull Run Rd

407 Blooming Grove Trk

"

"

"

555 Union Avenue  
New Windsor, N. Y.  
August 18, 1975

Joseph Loscalzo, Chairman  
New Windsor Planning Board  
555 Union Avenue  
New Windsor, N. Y. 12550

RE: APPLICATIONS FOR A VARIANCE - Nos. 75-21 (a), (b) and (c)  
V.S.H. REALTY CORP.

Dear Mr. Loscalzo:

Kindly be advised that three public hearings will take place on the 25th day of August, 1975 at 8:00 p.m., 8:15 p.m. and 8:30 p.m. as follows:

V.S.H. Realty Corp. - Route 94 & Union Avenue  
" - Route 94 and Caesar's Lane  
" - Square Hill Rd. & Rt. 207

I have enclosed herewith copies of the above applications together with the public hearing notices pertaining to each for your information.

Yours truly,

PATRICIA DELIO, Secretary

/pd

Encs.

cc: Howard Collett, Bldg. Inspector

United States of America  
12  
322 1 A (C)

①  
1.1  
790 8 A (C)  
MTA

SECTION 32

SITE

SECTION 4

INTERSTATE HWY NO 87 (THRUWAY)

# LEGEND

|                                  |                                    |                                      |
|----------------------------------|------------------------------------|--------------------------------------|
| FILED PLAN LOT LINE              | TAX MAP BLOCK NO. ④                | FILED PLAN BLOCK NO. ② ③             |
| LOT LINE                         | TAX MAP PARCEL NO. 32              | FILED PLAN LOT NO. 712               |
| AREA                             | AREAS (shown) 11 12, (shown) 11 12 | STATE HIGHWAYS N.Y. STATE MAP NO. 17 |
| DIMENSIONS (shown) 22 (shown) 22 | COUNTY HIGHWAYS (shown) 22 4       | TOWN ROADS (shown) 22 4              |

ORANGE COUNTY-NEW YORK

TOWN OF NEW WINDSOR

400' 0 400' 800'  
scale 1"=100'

Date of Map: 9-24-67  
Date of Revision: 11-9-72

Section No. 3 848

3-1-32,1

1. This Agreement made as of the 24th day of FEBRUARY, 1975,  
between Atlantic Richfield Company, Incorporated in Pennsylvania with an office  
at 515 South Flower Street, Los Angeles, California (hereinafter called "Seller"),  
and V. S. H. Realty, Inc., a Rhode Island corporation having an office  
at 777 Dedham Street, Canton, Massachusetts 02021

(hereinafter called "Buyer," whether one or more).

Witnesseth:

Bargain and Sale Deeds  
with Covenant Against

Description

2. Seller agrees to sell and convey unto Buyer by Grantor's Acts and Buyer agrees to purchase subject to the terms and conditions herein, All ~~THAT~~ Certain parcels of land and any buildings and improvements thereon, Situated those

in the State of New York at the locations listed below and which are more particularly described on the designated EXHIBITS which are attached hereto and made a part hereof by reference.

EXHIBIT NUMBERS

- ✓ 1 Town of Queensbury - s/w/c Quaker & Ridge Roads
- ✓ 2 Town of Glenville - 262 Saratoga Road
- ✓ 3 Town of Glenville - n/e/c Ballston & Swaggertown Roads
- ✓ 4 Village of Scotia - n/e/c Mohawk & Center Streets
- ✓ 5 City of Schenectady - n/e/c Crane Street & Chrisler Avenue
- ✓ 6 Town of Rotterdam - 1955 Curry Road cor. Stuart Street
- 7 Elsmere (Town/Bethlehem) - 232 Delaware Avenue cor. Lincoln Street
- 8 Town of Colonie - s/e/c Route 9 & Bought Road
- ✓ 9 City of Cohoes - n/e/c Ontario Street & Park Avenue
- ✓ 10 Town of North Greenbush - Troy Greenbush Road & Bloominggrove Road
- ✓ 11 City of Hudson - s/w/c Green Street & McKinstry Place
- ✓ 12 City of Poughkeepsie - n/e/c Market & Montgomery Streets
- ✓ 13 Town of Poughkeepsie - 26 - 28 Manchester Road
- ✓ 14 Village of Schuylerville - 19 Spring Street cor. Broad Street
- ✓ 15 Town of Fishkill - e/s Route 9D
- ✓ 16 Town of New Windsor - Route 94 cor. Caesars Lane

Under and Subject to all restrictions and easements of record, local zoning laws and any condition which an accurate and complete survey would disclose.

Equipment

3. Gasoline and other petroleum marketing equipment (including, but not limited to, tanks, under and above ground, lifts, dispensing pumps, sign standards, signs, flood light standards, flood lights, air towers, tire meter gauges, hose reels, canopy lights, air compressors)  
If any, are not included in this sale and any or all of such items may be removed from the premises by Seller at any time prior to settlement hereunder.

Purchase

aggregate  
4. The price is the sum of Eight Hundred Eighty Thousand

(hereinafter called "Buyer," whether one or more).

Witnesseth:

**Bargain and Sale Deeds  
with Covenant Against**

Description

2. Seller agrees to sell and convey unto Buyer by Grantor's Acts, and Buyer agrees to purchase subject to the terms and conditions herein, All ~~XXX~~ Certain parcels of land and any buildings and improvements thereon, Situated <sup>those</sup>

in the State of New York at the locations listed below and which are more particularly described on the designated EXHIBITS which are attached hereto and made a part hereof by reference.

EXHIBIT NUMBERS

- ✓ 1 Town of Queensbury - s/w/c Quaker & Ridge Roads
- ✓ 2 Town of Glenville - 262 Saratoga Road
- ✓ 3 Town of Glenville - n/e/c Ballston & Swaggertown Roads
- ✓ 4 Village of Scotia - n/e/c Mohawk & Center Streets
- ✓ 5 City of Schenectady - n/e/c Crane Street & Chrisler Avenue
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- ✓ 10 Town of North Greenbush - Troy Greenbush Road & Bloominggrove Road
- ✓ 11 City of Hudson - s/w/c Green Street & McKinstry Place
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- ✓ 16 Town of New Windsor - Route 94 cor. Caesars Lane

Under and Subject to all restrictions and easements of record, local zoning laws and any condition which an accurate and complete survey would disclose.

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If any, are not included in this sale and any or all of such items may be removed from the premises by Seller at any time prior to settlement hereunder.

Purchase

aggregate  
4. The price is the sum of Eight Hundred Eighty Thousand

Dollars (\$880,000.00) which shall be paid by Buyer to Seller as follows:

Eighty Eight Thousand Dollars (\$88,000.00) in cash or by-certified check payable to Seller, upon execution of this agreement by Buyer, receipt whereof is hereby acknowledged by Seller, and the balance in cash or by certified check payable to Seller at time of settlements. The amount to be paid at the settlement of each individual parcel shall be ninety percent (90%) of the sale price of said parcel as indicated on the attached exhibit describing it.

Board Approval

Agreement

- 5. This Agreement is subject to the approval of the Board of Directors of SELLER.
- 6. Settlement of each individual parcel shall take place no later than 150 days after date of this Agreement. However, both parties will exercise good faith in order that settlement of each parcel shall take place as soon as practical after BUYER obtains approvals as provided in Paragraph 9d of this Agreement.

Taxes

7. All ad valorem taxes, rents, other public charges and assessments and charges for public service utilities, shall be prorated between Seller and Buyer as of the date of settlement. State real estate

transfer and sales taxes, if any, shall be paid by SELLER Local real estate

transfer and sales taxes, if any, shall be paid by SELLER

Title

8. Title to said premises shall be good and marketable, free and clear of all liens, encumbrances, restrictions and easements, except those hereinbefore mentioned, and any condition which an accurate and complete survey would disclose. Should defects in Seller's title, except as aforesaid, render said title unmarketable, Seller shall not be liable for failure to convey title as herein agreed, but Buyer shall have the right, without reduction of the purchase price, to accept such title as

SELLER is able to deliver or to delete from this Agreement any property with unmarketable title by written notice to SELLER. In such latter event, SELLER's sole responsibility shall be for the return to BUYER of 10% of the sale price specified on the aforementioned exhibits for each property so deleted.

Possession

9. Possession shall be delivered to Buyer at time of settlement.

9a. Notwithstanding anything to the contrary herein, this Agreement of Sale involves the independent sale and purchase of 16 separate parcels of property. Each parcel has a separate sale price which is indicated on the attached exhibit which describes it. Failure to complete the sale and purchase of any of these parcels for any reason whatsoever will not affect the sale and purchase of any of the other parcels at the prices indicated on the attached exhibits describing them.

9b. Upon acceptance of this Agreement by SELLER, SELLER will deliver to BUYER any available surveys and/or title data but SELLER shall not be obligated to supply new or updated surveys, abstracts of title or tax searches.

9c. BUYER hereby waives any and all rights BUYER may have under all applicable State and Federal rules and regulations providing for a right to allocation of petroleum products from SELLER, its subsidiaries or affiliates. BUYER further covenants, upon the request of SELLER, to execute any document or join in any proceeding or otherwise assist SELLER in securing all necessary and appropriate approvals of this waiver by any and all State and Federal Agencies, or bodies, including, without limitation, the Federal Energy Administration. The covenants contained in this paragraph shall survive settlements.

9d. BUYER shall promptly make application for all permits, licenses and other governmental approvals, including curb cuts, necessary to build and operate a convenience store with self-serve gasoline sales on each of the herein described premises. If said permits, licenses and other approvals are not obtained for any one or more of said properties on or before 120 days after date of this Agreement either party may delete those specific locations from this Agreement by written notice to the other party. In such event, SELLER will return to BUYER 10% of the sale price specified on the aforementioned exhibits for each location so deleted.

9e. BUYER understands that SELLER does not hold title to those properties identified as "NOT ATLANTIC RICHFIELD COMPANY OWNED" on the aforementioned exhibits and SELLER's obligations as to those specific properties are contingent upon SELLER being able to deliver a deed to BUYER conveying title as provided in Paragraph 8.

Buyer's Default

10. Should BUYER default in the performance of the terms of this Agreement, SELLER shall have the right either to retain, as liquidated damages, 10% of the sale price specified on the aforementioned exhibits for each parcel on which BUYER defaults, in which case those specific parcels shall be deleted from this Agreement, or to proceed with such rights as SELLER may have in law or equity.

Entire Agreement

11. There are no representations, inducements or understandings, oral or otherwise, except those as herein set forth. This agreement embodies the whole agreement of the parties hereto.

Parties Bound

12. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

In Witness Whereof the parties hereto have executed this agreement as of the day and year first above written.

C. H. SCHWAB, MANAGER  
COMMERCIAL PROPERTIES

Atlantic Richfield Company

By

Attest

Assistant Secretary

Witness:

render said title unmarketable, Seller shall not be liable for failure to convey title as herein agreed, but Buyer shall have the right, without reduction of the purchase price, to accept such title as SELLER is able to deliver or to delete from this Agreement any property with unmarketable title by written notice to SELLER. In such latter event, SELLER's sole responsibility shall be for the return to BUYER of 10% of the sale price specified on the aforementioned exhibits for each property so deleted.

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C. H. SCHWAB, MANAGER  
COMMERCIAL PROPERTIES

Atlantic Richfield Company

By

Attest

Selen Sonnenberg  
Assistant Secretary

Witness:

[Signature]  
Barbara F. Lyner

V. S. H. REALTY, INC.

By

[Signature]  
D.B. HASEOTES, GEN. MGR. Title

Attest

[Signature]  
Lily Haseotes, Secretary

All THAT TRACT OR PARCEL OF LAND situate in the Town of New Windsor, County of Orange and State of New York, and more particularly bounded and described as follows:

BEGINNING at the intersection of the center line of Quassaick Avenue (New York State Route #94 and formerly the New Windsor and Blooming Grove Turnpike - 56 feet wide) with the center line of Caesars Lane (33 feet wide); extending thence (1) South 83 degrees 11 minutes 50 seconds West along the center line of Quassaick Avenue 200 feet to a 3, 3 inch bolt, thence (2) South 6 degrees 48 minutes 20 seconds East at right angles to course (1) 200 feet to a 2 inch steel pipe; thence (3) North 83 degrees 11 minutes 40 seconds East and parallel to course (1) 274.77 feet to a point; thence (4) North 42 degrees 11 minutes 50 seconds East 74.77 feet to a railroad spike in the center line of the aforesaid Caesars Lane (courses 2, 3 and 4 lying along new division lines in other lands now or formerly of The Windsor Building Supplies Company, Inc.); thence (5) North 47 degrees 48 minutes 10 seconds West along the aforesaid center line of Caesars Lane 200 feet to the place of beginning.

SALE PRICE - \$55,000

NOT ATLANTIC RICHFIELD COMPANY OWNED

Town of New Windsor - Route 94 & Caesars Lane



All THAT TRACT OR PARCEL OF LAND situate in the Town of New Windsor, County of Orange and State of New York, and more particularly bounded and described as follows:

BEGINNING at the intersection of the center line of Quassaick Avenue (New York State Route 94 and formerly the New Windsor and Blooming Grove Turnpike - 58 feet wide) with the center line of Caesars Lane (33 feet wide); extending thence (1) South 83 degrees 11 minutes 40 seconds West along the center line of Quassaick Avenue 200 feet to a 3/3 inch bolt; thence (2) South 6 degrees 48 minutes 20 seconds East at right angles to course (1) 200 feet to a 2 inch steel pipe; thence (3) North 83 degrees 11 minutes 40 seconds East and parallel to course (1) 274.77 feet to a point; thence (4) North 42 degrees 11 minutes 50 seconds East 74.77 feet to a railroad spike in the center line of the aforesaid Caesars Lane (courses 2, 3 and 4 lying along new division lines in other lands now or formerly of The Windsor Building Supplies Company, Inc.); thence (5) North 47 degrees 43 minutes 10 seconds West along the aforesaid center line of Caesars Lane 200 feet to the place of beginning.

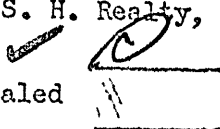
SALE PRICE - \$55,000

NOT ATLANTIC RICHFIELD COMPANY OWNED

Town of New Windsor - Route 94 & Caesars Lane

EXHIBIT 16

Addendum to Agreement of Sale between Atlantic Richfield Company and V. S. H. Realty, Inc.

Initialed 

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ORANGE )

JOANNE MANLEY, being duly sworn, deposes and says:

1. That on August 12, 1975, she did mail 86 notices of Public Hearing to be held by the Zoning Board of Appeals of the Town of New Windsor on August 25, 1975.
2. That the mailing was made certified, return receipt requested, and that the persons to whom the mail was addressed were all persons residing within 500' of the subject property.

Joanne Manley

Sworn to before me this

12<sup>th</sup> day of August 1975.

Geraldine M. Mandia

GERALDINE M. MANDIA  
Notary Public, State of New York  
Residing in Orange County  
Commission Expires March 30, 1977



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman  
Ellsworth E. Weyant  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

37-1-53

- 1 ✓ Krom, George R. Jr. & Donald T. 12 ✓ Panella, Emilo  
C/O Windsor Building Supplies Co. 182 Grand Street  
P.O. Box 27 Newburgh, New York 12550  
Newburgh, New York 12550
- 2 ✓ The Dime Savings Bank of New York 13 ✓ Dineen, Joseph E. & Linda A.  
9 Dekalb Avenue 4 Hearthstone Way  
Brooklyn, New York New Windsor, New York 12550
- 3 ✓ EPG Realty Corp. 14 ✓ Coughlin, John B. & Yvonne  
13 Garden Drive 8 Hearthstone Way  
Monticello, New York New Windsor, New York 12550
- 4 ✓ Mastro Pietro, Stephen 15 ✓ Route 94 Association  
581 Floyd Street C/O Lake Street Dev. Corp.  
Englewood Cliffs, New Jersey 207 Lake Drive  
Newburgh, New York 12550
- 5 ✓ Littler, Stephen & Linda 16 ✓ Warmers, Fred E. & Tessie  
7 st. Anne Drive C/O F.J. Warmers  
New Windsor, New York 12550 P.O. Box 148  
Newburgh, New York 12550
- 6 ✓ Judd, Leon H. & Grace 17 ✓ Warmers Construction Corp.  
5 St. Anne Drive P.O. Box 148  
New Windsor, New York 12550 Newburgh, New York 12550
- 7 ✓ Wright, James C. & Doralies 18 ✓ Reproco Inc. Delaware Corp.  
3 St. Anne Drive Tax Ins. & Claims Dept. Suite 260  
New Windsor, New York 12550 500 West Will Bridge Road  
Columbus, Ohio 43085
- 8 ✓ Murray, George C. & Margaret E. 19 ✓ Caudy, Kenneth R. & Minnie C.  
1 St. anne Drive 2 St. Anne Drive  
New Windsor, New York 12550 New Windsor, New York 12550
- 9 ✓ Brady, Robert J. & Alice E. 20 ✓ Kimball, Warren T. & Rosella A.  
402-404 Blooming Grove Tpke. 4 St. anne Drive  
New Windsor, New York 12550 New Windsor, New York 12550
- 10 ✓ Panella, Emilio & Grace 21 ✓ Bilzor, Paul B. & Mary Jo  
410 Blooming Grove Turnpike 6 St. Anne Drive  
New Windsor, New York 12550 New Windsor, New York 12550
- 11 ✓ American Oil Co.  
555 Fifth Avenue  
New York, New York 10022



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

37-1-53

Chairman  
Ellsworth E Weyant  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

- 22 ✓ Fanning, Elizabeth M.  
5 Hob Nail Court  
New Windsor, New York 12550
- 23 ✓ Maloney, Francis X. Jr. & Desiree  
3 Hob Nail Court  
New Windsor, New York 12550
- 24 ✓ Heitler, Edward & Ruth C.  
1 Hob Nail Court  
New Windsor, New York 12550
- 25 ✓ Hartmann, Wilbur J. & Liliane  
3 Hearthstone Way  
New Windsor, New York 12550
- 26 ✓ Drapun, Blanche  
418 Blooming Rove Tpke.  
New Windsor, New York 12550
- 27 ✓ S&H Shopping Centers Inc.  
New Windsor, Associates  
238 West Passaic St.  
rochelle Park, New Jersey 07662
- 28 ✓ Henning, William  
339 Blooming Grove Pike  
New Windsor, New York 12550
- 29 ✓ Carione, Jhon & Louise  
333-335 Blooming Grove Turnpike  
New Windsor, New York 12550
- 30 ✓ Silver, Arthur & Charlotte  
329 Blooming Grove Turnpike  
New Windsor, New York 12550
- 31 ✓ Hoffman, Philip & Irma &  
Katharina Rigo  
325-327 Blooming Grove Turhpike  
New Windsor, New York 12550
- 32 ✓ Massa, Ernest & Margaret  
323 Quassiack Avenue  
New Windsor, New York 12550
- 33 ✓ Policano, Sam & Eleanor  
319 Blooming Grove Turnpike  
New Windsor, New York 12550
- 34 ✓ Mazzocki, Donald J. & Betty Mary  
7 Buttonwood Drive  
New Windsor, New York 12550
- 35 ✓ Abbruscato, John F. & Marie  
5 Buttonwood Drive  
New Windsor, New York 12550
- 36 ✓ Belcastro, Armand L. & Dorothy  
192 Caesars Lane  
New Windsor, New York 12550
- 37 ✓ Ortone, Edward T. & Kathleen  
190 Caesars Lane  
New Windsor, New York 12550
- 38 ✓ Bozzone, Louis & Rina  
186 Caesars Lane  
New Windsor, New York 12550
- 39 ✓ De Luca, Anthony J. & Barbara A.  
184 Caesars Lane  
New Windsor, New York 12550
- Respectfully yours,  
*Ellsworth E Weyant*  
ELLSWORTH E. WEYANT  
Sole Assessor  
Town of New Windsor



## OFFICE OF THE ASSESSOR

## TOWN OF NEW WINDSOR

19-4-64

Chairman  
Ellsworth E. Weyant  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

- ✓ 40 Nugent, James E. & Mildred  
194 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 41 Favino, Florence  
MD#32 Spencer Avenue  
Newburgh, New York 12550
- ✓ 42 Nugent, Mildred Ann  
194 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 43 O Leary, Arthur G. & Catherine  
15 Clinton Wood Drive  
New Windsor, New York 12550
- ✓ 44 Congiglere, Samuel S. & Lulu  
196 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 45 Rice, Howard G. Jr.  
198 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 46 Rice, Howard G. Inc.  
5 Beech Street  
Newburgh, New York 12550
- ✓ 47 Delmolino, Peter & Rachel  
200 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 48 Glyttov, Evald & Ingrid  
106 Union Avenue  
New Windsor, New York 12550
- ✓ 49 Monti, Veronica Smith  
MD#43 Fern Avenue  
New Windsor, New York 12550
- ✓ 50 Kubina, Luke A. & Josephine P.  
110 Union Avenue  
New Windsor, New York 12550
- ✓ 51 Lea, Sebastian & Josephine  
114 Union Avenue  
New Windsor, New York 12550
- ✓ 52 Embler, Myron S. Jr. & Marian K.  
191 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 53 Blair, John T. Jr. & Gail  
193 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 54 Hough, Allan D. & Natalie L.  
195 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 55 Quick, Violette  
197 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 56 Rossi, Elivio J.  
8 Tree Haven Drive  
New Windsor, New York 12550
- ✓ 57 Ferraiolo, John & Antoinette  
4 Tree Haven Drive  
New Windsor, New York 12550
- ✓ 58 Ginda, John V. & Sharon A.  
76 Union Avenue  
New Windsor, New York 12550
- ✓ 59 Paratore, Salvatore & Irene M.  
80 Union Avenue  
New Windsor, New York 12550
- ✓ 60 Poser, William F. & Virginia M.  
82 Union Avenue  
New Windsor, New York 12550
- ✓ 61 Travis, Joseph A. & Mary  
205 Quassaick Avenue  
New Windsor, New York 12550



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

3-1-32.1

Chairman  
Ellsworth E. Weyant  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

1763

Vails Gate Fire Co. Inc.  
Route 94  
Vails Gate, New York 12584

Bivona, Joseph  
189 Lakeside Drive  
Newburgh, New York 12550

Thomas, Wilmer C. & Irene B.  
Franklin Road  
Waddington, New York 13694

Olympia, Peter M.  
16 Russell Road  
Newburgh, New York 12550

Owen, John P. & Carol A.  
MD#29 Little Britain Road  
New Windsor, New York 12550

Koch, Frederick W. Jr. & Georgian  
MD#29 Little Britain Road  
New Windsor, New York 12550

De Laune, James H. & Amelia  
6 Weather Oak Hill  
New Windsor, New York 12550

Carfarone, Barney A. & Violet G.  
8 Weather Oak Hill  
New Windsor, New York 12550

Bilello, Lawrence & Julia  
4 Ona Lane  
New Windsor, New York 12550

Charland, Francis S. & Lillian L.  
MD#29 Little Britain Road  
New Windsor, New York 12550

Christie, Anthony J. & Sandra L.  
MD#29 Little Britain Road  
New Windsor, New York 12550

Ambury, John P. & Frances L.

Rottmeier, Friederike T.  
9 Weather Oak Hill  
New Windsor, New York 12550

Kanitz, Heintz & Christa  
5 Weather Oak Hill  
New Windsor, New York 12550

Cooney, Lawrence, Eva, Ann  
7 Weather Oak Hill  
New Windsor, New York 12550

Metropolitan Transportation Authority  
Stewart Airport  
New Windsor, New York 12550

Walter's Trailer Village  
MD#29 Little Britain Road  
New Windsor, New York 12550

D. Peak Technical Corp.  
MD#29 Little Britain Road  
New Windsor, New York 12550

Herschel, Herman & Marcella  
42 Powell Road  
Emerson, New Jersey 07630

Edraos, Nicholas & Malama  
MD#36 Square Hill Road  
New Windsor, New York 12550

Bivona, Charles J. & Peter  
189 Lakeside Drive  
Newburgh, New York 12550

Respectfully submitted,

*Ellsworth E. Weyant*  
ELLSWORTH E. WEYANT

Sole Assessor  
Town of New Windsor



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

19-4-64

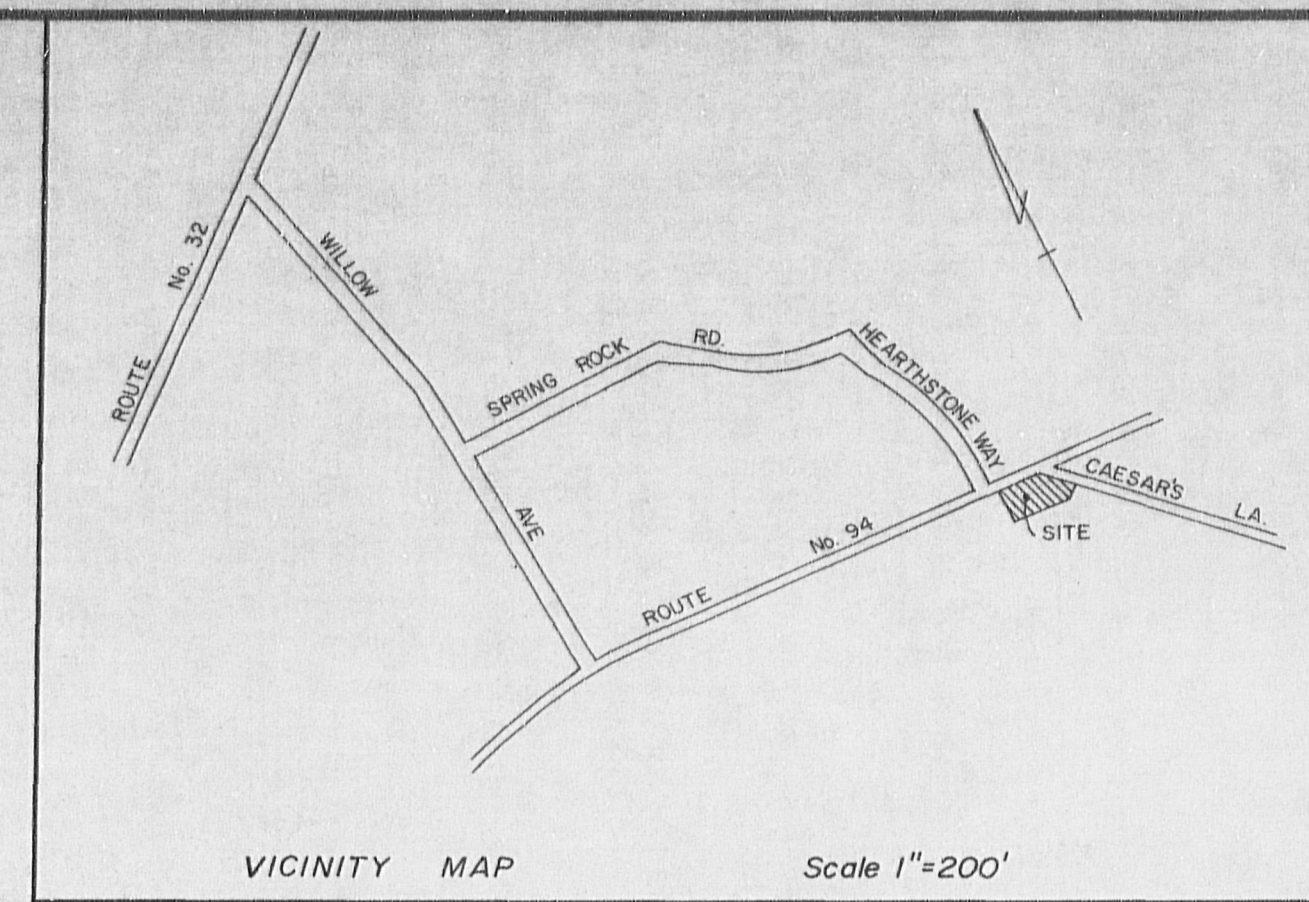
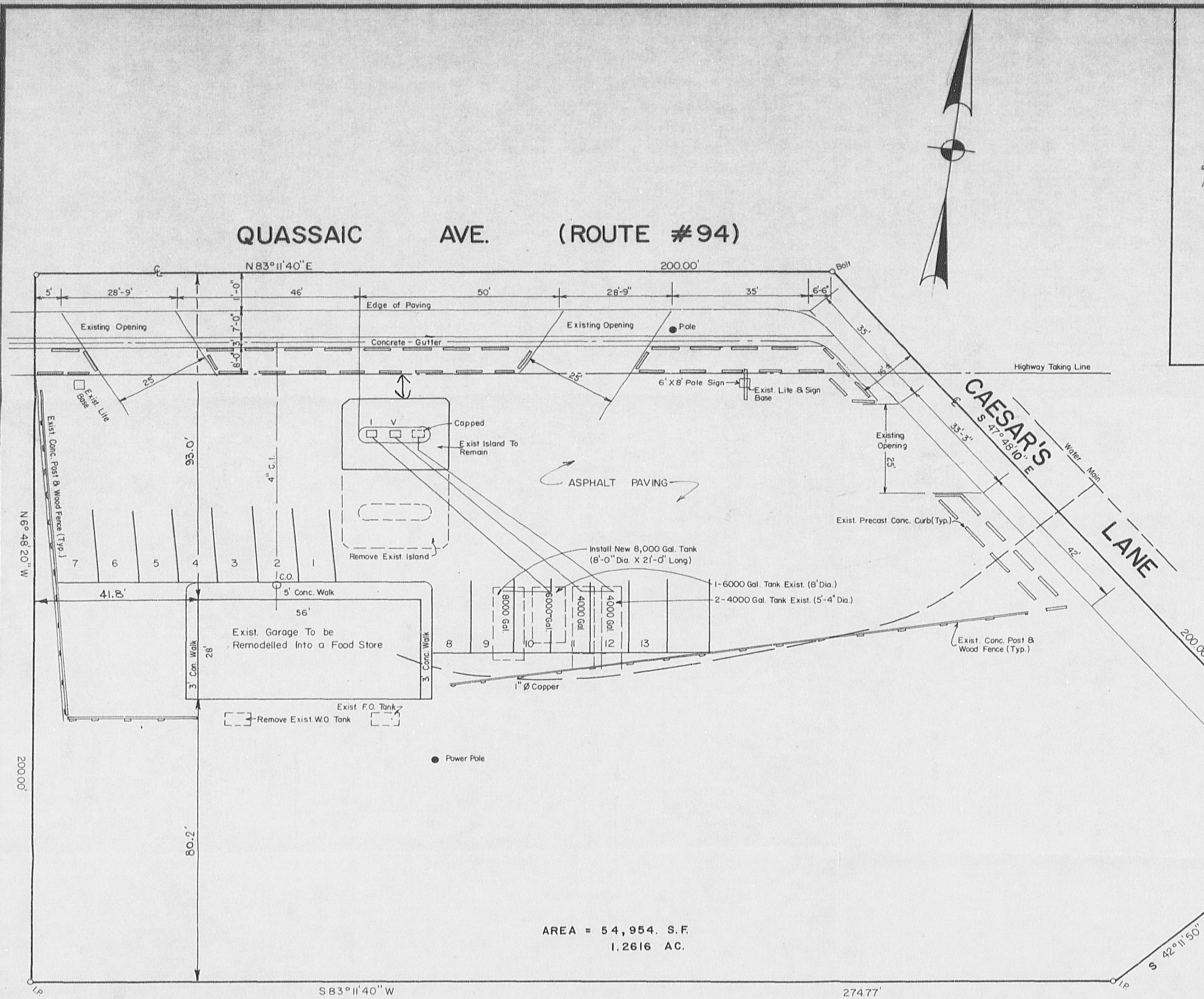
Chairman  
Ellsworth E Weyant  
555 Union Avenue  
New Windsor, New York 12550  
(914) 565-8808

- ✓ 63 Paolo, David & Antoinette  
211 Quassaick Avenue  
New Windsor, New York 12550
- ✓ 63 Satpac Inc.  
C/O Shell Oil Co, Tax Dept.  
P.O. Box 2237  
Princeton, New Jersey 08540
- ✓ 64 Richter, Max  
C/O Merle B. Kenwood  
45 Church Street  
Paterson, New Jersey
- ✓ 65 Woodlawn Cemetery  
C/O William Rumsey  
P.O. Box 203  
Newburgh, New York 12550

Respectfully Submitted,

*Ellsworth E. Weyant*  
ELLSWORTH E. WEYANT  
Sole Assessor  
Town of New Windsor





**Zone R-4 (Suburban Residential)**  
(Group X)

- |                            |                            |
|----------------------------|----------------------------|
| 1. Minimum Lot Size        | 43,560 Sq. Ft.             |
| 2. " " Width               | 125.00' (along bldg. line) |
| 3. " " Frontage along road | 70.00'                     |
| 4. " Front Yard            | 45.00'                     |
| 5. " Rear Yard             | 50.00'                     |
| 6. " Side Yards            | 20'/40'                    |
| 7. " Building Area         | 1200 Sq. Ft.               |
| 8. Maximum Building Height | 2 1/2 Sty (40.00')         |
| 9. " Lot Development       | 25%                        |

AREA = 54,954. S.F.  
1.2616 AC.

I hereby certify to:  
V.S.H. REALTY, INC.

this survey is accurate and correct.  
By: BEN KITTLER, JR.  
BEN KITTLER, JR., N.Y. P.L.S., Lic. No. 45691  
26 Mill Street, Newburgh, New York 12550



| TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK |  |                     |              |
|--|--|---------------------|--------------|
| REVISIONS                                    |  | SURVEY FOR          |              |
|  |  | V.S.H. REALTY, INC. |              |
|  |  | SCALE               | DATE         |
|  |  | 1" = 20'            | May 16, 1975 |
|  |  | DRAWING NUMBER      |              |
|  |  |                     |              |

|          |          |         |
|----------|----------|---------|
| DRAWN    | DESIGNED | CHECKED |
| J.C.V.   |          |         |
| EXAMINED |          |         |
| APPROVED |          |         |
| FILE NO. |          |         |